Memorandum of Agreement
Between the <Agency Name> and
the U.S. Government Printing Office for PKI Services

I. Purpose

A. The Parties. This Agreement is entered into by the United States Government Printing Office ("GPO") and the <Agency Name>.

B. The Agreement. This Memorandum of Agreement ("MOA") provides the governing terms between the GPO and the <Agency Name> covering Public Key Infrastructure (PKI) certificate services that <Agency Name> will receive from the GPO. Specifically, it sets forth the rights, responsibilities and reservations of both Parties governing the use of the GPO PKI certificates issued to the <Agency Name> and the PKI services that GPO will provide.

C. The Points of Contact. The Points of Contact for notifications and other communications between the Parties shall be the individuals identified at the end of this MOA, except as otherwise may be specified in this MOA or such other persons agreed upon by the Parties separately from this MOA but documented in official correspondence between the Parties.

II. Scope

A. This Agreement is binding only upon the Parties, by and through their officials, agents, employees, and successors. No person or entity is intended to be a third party beneficiary of the provisions of this Agreement for purposes of any civil, criminal, or administrative action, and accordingly, no third person or entity may assert any claim or right as a beneficiary or protected class under this Agreement in any civil, criminal, or administrative action. Similarly, this Agreement does not authorize, nor shall it be construed to authorize, access to any documents by persons or entities not a Party to this Agreement.

B. The GPO PKI Certificate Policy (CP) and Certificate Practice Statement (CPS) is incorporated into this document by reference.

C. If, at any time, either Party to this Agreement desires to modify it for any reason, that Party shall notify the other Party in writing of the exact terms and reasons for the proposed modification. No modification shall occur unless there is written acceptance by both Parties.

III. Rights and Obligations of the Parties

This section details the rights and responsibilities of the Parties. It describes what the GPO PKI and the <AGENCY NAME> agrees to do and what each party will provide to the other.

A. Rights of the GPO:

1. By entering into this agreement, <AGENCY NAME> grants the GPO the rights set forth in the GPO PKI CP and CPS for the purpose of providing PKI services and certificates to the agency.

2. By entering into this agreement, <AGENCY NAME> grants the GPO the right to manage the Directory name space for <AGENCY NAME> for the purpose of providing PKI and certificate services.

3. If at any time the GPO determines that <AGENCY NAME> is not complying with GPO PKI policies, procedures, federal PKI requirements or the terms of this MOA, the GPO shall notify the <AGENCY NAME>'s Primary Point of Contact (POC) (as defined in section XIII below of this MOA) of GPO's determination. In addition, GPO may unilaterally reduce the Level of Assurance expressed in the certificates issued to <AGENCY NAME> or may revoke any or all certificates issued to the <Agency Name>. The GPO shall provide <AGENCY NAME> an opportunity to cure any compliance issues and regain certificates or the certificate's original Level of Assurance.

B. Rights of <AGENCY NAME>.

By entering into this agreement, the GPO grants to <AGENCY NAME> these rights.

1. <AGENCY NAME>, when relying on an GPO PKI certificate issued to a third party, may at its sole discretion choose to use a policy mapping different from that expressed in the GPO PKI certificate.

2. If at any time <AGENCY NAME> determines that the GPO PKI is not operating in accordance with GPO PKI policies, procedures or federal PKI requirements or the terms of this MOA, <AGENCY NAME> shall notify the GPO Primary POC, Alternate POC and Backup Alternate POC. <AGENCY NAME> shall provide the GPO PKI an opportunity to cure any compliance or assurance issues.

C. Responsibilities of the GPO. By entering into this agreement, the GPO agrees that it will do the following:

1. Oversee and ensure, through the GPO PKI Policy Authority and Operational Authority, proper performance of the operation and maintenance of the GPO PKI and the GPO PKI Directory in accordance with the GPO PKI CP and the CPS. Among other things, this includes the following:

a. Identity Proofing. For certificate Subjects, the GPO PKI shall ensure that the applicant's identity information is verified and checked in accordance with the GPO CPS.

b. Private Key Protection. The GPO PKI shall protect the private key of certificates it holds, as required for the level of assurance at which the certificate was issued by the GPO PKI.

2. Maintain compliance with the requirements of this MOA, or promptly notify <AGENCY NAME> in the event of an actual or expected noncompliance.

3. Make its compliance audit reports available to <AGENCY NAME>.

4. Respond within a reasonable time to any requests for information by <AGENCY NAME>.

5. Make the certificates and certificate status information in the GPO PKI directory publicly available through the Internet, in accordance with federal PKI requirements.

6. Promptly advise <AGENCY NAME> (1) in the event of any material problem or inability to operate the GPO PKI in accordance with the GPO PKI CP or CPS, or (2) in the event that the GPO PKI Policy Authority becomes aware of a material non-compliance on the part of any other party that is within the name constraints in the cross-certificate issued by the GPO PKI and that interoperates with the GPO PKI or (3) in the event that the GPO PKI takes any action to terminate or limit such other party's interoperability with the GPO PKI. Any such notification will occur as follows:

a. A GPO POC (as defined in section XIII of this MOA), shall notify <AGENCY NAME> Primary, Alternate and Backup Alternate POC's (as defined in section XIII of this MOA) at the earliest feasible time.

b. Notification will be accomplished by telephone. If telephone communication is not possible, digitally signed e-mail message shall be sent by the GPO POC to the <Agency Name> Primary, Alternate and Backup Alternate POC.

c. A GPO POC (as defined in section XIII of this MOA) shall notify <AGENCY NAME> at the earliest feasible time in the event of an GPO PKI private key compromise. A Certificate Authority Revocation List (CARL) shall be published at the earliest feasible time by the GPO PKI, in this event, and all other GPO CPS procedures shall be followed.

d. The GPO shall at the earliest feasible time notify the <Agency Name> (and all of its cross-certified entities) in the event of a disaster where the GPO PKI installation is physically damaged and the GPO PKI CA signature keys are destroyed.

7. Review the GPO PKI CP and CPS at least once a year for changes that become necessary from time to time. When the GPO PKI CP or CPS is changed, the Primary POC, Alternate POC and Backup Alternate POC at <AGENCY NAME> (as defined in section XIII of this MOA) will be notified immediately. The GPO shall post the revised GPO PKI CP and/or CPS on its web site.

D. Responsibilities of <Agency Name>. By entering into this agreement, <Agency Name> agrees that it will do the following:

1. Comply with the applicable requirements of the GPO PKI CP and CPS and applicable federal PKI requirements and regulations. If <Agency Name> believes that any of these requirements are in conflict with applicable laws and/or other <Agency Name> requirements (e.g., laws, or regulations), then the <Agency Name> shall notify the GPO PKI in writing (to one of the official GPO Point of Contacts as designated in this MOA) to determine what actions shall be mutually agreed to by the Parties to resolve the situation.

2. Comply with GPO PKI identity proofing requirements, as further described below:

a. If <Agency Name> chooses to operate a Local Registration Authority (LRA) as described in the GPO PKI CPS, to enroll and identify end user subscribers of the <Agency Name>, then the <Agency Name> shall follow all aspects of the GPO PKI CPS for this. This includes record storage. The GPO shall reserve the right to have GPO PKI staff or the GPO external PKI auditor perform compliance audit checks on the <Agency Name> LRA staff and operations. The GPO shall notify an <Agency Name> Point of Contact (as designated in this MOA) in writing prior to any compliance audit review.

i. For certificate Subjects, the <Agency Name> shall ensure that the applicant's identity information is verified and checked in accordance with the GPO PKI CPS.

ii. The <Agency Name> shall designate in writing to GPO all personnel that will function as an LRA, if any.

iii. There are two (2) types of LRA role that <Agency Name> personnel may choose to operate: 1) LRA-Full; and 2) LRA-Email. It is acknowledged by the <Agency Name> that the LRA-Full role requires a hardware token and token reader in order to function, that these devices shall be acquired from the GPO (to ensure operability), and that the costs from GPO for these devices shall be in addition to GPO PKI certificate costs. GPO shall document the required costs for the hardware token and token reader and these costs shall be handled as per the Funding section of this MOA.

b. Private Key Protection. <Agency Name> end user subscribers shall protect the private key corresponding to certificates issued by the GPO PKI, as required by the GPO PKI CPS, for the level of assurance of the certificate the subscriber has been issued.

c. Notify the GPO POC when users with GPO issued certificates leave the <Agency Name>. This notification shall occur as defined in the GPO CPS. This is critical to ensure that users that have left the agency have their electronic PKI certificate revoked.

i. If the <Agency Name> operates the LRA-FULL or LRA-EMAIL, the agency staff shall take action in accordance and compliance with the GPO CPS to issue the certificate revocation.

3. Review the GPO PKI CP and CPS when it is changed, upon notification from GPO.

4. Respond within a reasonable time to any requests for information by the GPO.

5. Maintain compliance with the requirements of this MOA, or promptly notify the GPO POC's (as defined in section XIII of this MOA) in the event of an actual or expected noncompliance.

Notification shall occur as follows:

a. <AGENCY NAME> shall notify the Primary, Alternate and Backup Alternate GPO POC's (as defined in section XIII of this MOA) at the earliest feasible time.

b. Notification will be done by telephone. If notification by telephone is not successful, a digitally signed e-mail message shall be sent by an authorized Agency POC to the Primary, Alternate and Backup Alternate GPO POC's (as defined in section XIII of this MOA).

6. Promptly notify at the earliest feasible time the GPO POC's (as defined in section XIII of this MOA) in the event of any of the following:

a. any problem or material non-compliance in the operation of a Local Registration Authority (LRA), if the agency operates an LRA;

b. any issues that affect the ability of <Agency Name> to meet the obligations of this MOA.

c. An <AGENCY NAME> Subscriber private key is compromised or lost.

i. The Agency shall take immediate action, if it is using the LRA-FULL or LRA-EMAIL options, to revoke the end users certificate in accordance with GPO CPS procedures.

d. a disaster in which <AGENCY NAME> Subscriber or Local Registration Authority (LRA) operations are impaired or disrupted.

Notification shall occur as follows:

e. <AGENCY NAME> shall notify the Primary, Alternate and Backup Alternate GPO POC's (as defined in section XIII of this MOA) at the earliest feasible time.

f. Notification will be done by telephone. If notification by telephone is not successful, a digitally signed e-mail message shall be sent by an authorized Agency POC to the Primary, Alternate and Backup Alternate GPO POC's (as defined in section XIII of this MOA).

IV. Dispute Resolution

A. Settlement. Any dispute arising under this Agreement shall be resolved by the Parties. Either Party may terminate this Agreement as set forth below.

B. Governing Law. The construction, validity, performance and effect of this Agreement for all purposes shall be governed by United States Federal law (statute, case law or regulation).

V. Funding

The parties acknowledge that the GPO PKI provides PKI services on a cost recovery basis. The <Agency Name> will obligate and commit funding and pay GPO for the PKI services that GPO provides to the <Agency Name>. GPO shall provide the cost of the services to the <Agency Name> ahead of providing the services. GPO shall have the right to update its pricing, working cooperatively with the <Agency Name>. GPO shall notify the <Agency Name> in writing at least 60 days ahead of any pricing changes taking affect and shall provide the reason and terms for the pricing change. The Standard Form 1 (SF-1) shall be used by the <Agency Name> to request PKI certificate services from the GPO. The executed SF-1 documents shall be transmitted in writing to the GPO Contact Point(s) designated for this purpose as documented in this MOA, and shall form the basis for GPO charges to the <Agency Name> for GPO PKI services.

VI. Liability

Each Party to this agreement shall hold the other harmless with respect to any liability arising out of the operation of the GPO PKI. This agreement is entered into for the convenience of the Parties and shall not give rise to any cause of action by the Parties hereto or by any third party.

VII. Termination of the MOA

A. This MOA will continue in effect unless terminated under one of the following circumstances:

1. At the discretion of the GPO. Should <Agency Name> not comply with its obligations under the GPO PKI CP, CPS, Supplemental Requirements or this MOA, the GPO will evaluate the severity of the noncompliance, and then this MOA and the certificates issued by the GPO PKI to <Agency Name> may be revoked at the sole discretion of the GPO, upon written notification being provided to <Agency Name> POC (as defined by this MOA).

2. At the discretion of <Agency Name>. This agreement with the GPO may be terminated at the sole discretion of the <Agency Name>, upon a written request from an official <Agency Name> designated Point of Contact, as defined in this MOA, to an official GPO POC's, as defined in this MOA. All services which were requested by the agency via approved SF-1 will be billed by GPO for the remainder of the Fiscal Year in which the termination was received by GPO from the <Agency Name>.

B. Termination of this MOA will result in the revocation of all certificates issued to the <Agency Name> by the GPO PKI.

VIII. Termination of PKI or CA Operation

In the event that the GPO decides to terminate the operation of the GPO PKI, certificates signed by the GPO PKI shall be revoked, and prior to termination the GPO PKI Policy Authority shall advise entities who have entered into MOAs with the GPO for PKI services that GPO PKI operation has terminated.

IX. Effect of Agreement

This agreement is an internal Government agreement and is not intended to confer any right upon any private person.

Nothing in this agreement shall be interpreted as limiting, superseding or otherwise affecting either agency's normal operations or decisions in carrying out its statutory or regulatory duties. This agreement does not limit or restrict the parties from participating in similar activities or arrangements with other entities.

This agreement will be executed in full compliance with the Privacy Act of 1974.

X. Points of Contact (POC)

A. The Parties shall each designate official points of contact (POC) in this MOA as defined below. Each POC shall have a primary office telephone number, a backup (mobile) telephone number and email address listed, and in addition each POC shall sign the MOA in this capacity (as a means of signature verification).

The GPO shall designate the following POC's:

Primary POC:

Alternate POC:

Backup Alternate POC:

The <Agency Name> shall designate the following POC's:

Primary POC

Alternate POC

Backup Alternate POC

B. The <Agency Name> shall designate personnel in this MOA who are authorized to approve Certificate Registration Requests for agency employees (federal government employees). There shall be at least three (3) personnel designated for this purpose in this MOA, as follows:

Primary Certificate Registration Approver:

Alternate Certificate Registration Approver:

Backup Alternate Certificate Registration Approver:

The <Agency Name> shall be able to designate additional authorized personnel to approve Certificate Registration Requests. This may be done in either of two (2) ways:

i. By written correspondence from any one of the designated Certificate Registration Approvers above.

ii. By digitally signed email, signed using a certificate issue by the GPO PKI, from any one of the Certificate Registration Approver personnel above, to a designated POC at GPO (as defined in this MOA below).

C. The <Agency Name> shall designate personnel in this MOA who are authorized to approve Certificate Registration Requests for official agency Contractor personnel. These personnel can be the same personnel as designated in section XI.B above, at the discretion of the agency.

XI Date of Effect

This MOA shall be effective upon the signatures of both Parties.

XII. APPROVAL BY THE PARTIES

FOR THE GPO :

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Reynold Schweickhardt, CIO
Chair, GPO PKI Policy Authority
Office Phone Number: 202-512-1913
Cell Phone Number: 202-441-6202
Email Address: rschweickhardt@gpo.gov

Date: __________________________

FOR <Agency Name>:

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<Name>
<Title>
Office Phone Number:
Cell Phone Number:
Email Address:

Date: ________________________

XIII. OFFICIAL POINTS OF CONTACT (POC'S)

FOR GPO PKI:

PRIMARY POC:
John Hannan
Chief Information Security Officer
Office Phone Number: 202-512-1021
Cell Phone Number:202-360-5491
Email Address: jhannan@gpo.gov

____
Signature

Date: ________________________

ALTERNATE POC:

Jeffrey Hildebrand
Security Officer, GPO PKI
Office Phone Number:202-512-0109
Cell Phone Number:202-818
Email:jhildebrand@gpo.gov

____
Signature

Date: ________________________

BACKUP ALTERNATE POC:

Joe Galindo
Security Officer , GPO PKI
Office Phone Number: 202-512-1717
Cell Phone Number: 202-557-4651
Email address: jgalindo@gpo.gov

FOR <Agency Name>:

PRIMARY POC:
<Name>
<Title>
Office Phone Number:
Cell Phone Number:
Email Address:

____
Signature

Date: ________________________

ALTERNATE POC:

<Name>
<Title>
<Office Phone Number>
<Cell Phone Number>
<Email address>

____
Signature

Date: ________________________

BACKUP ALTERNATE POC:

<Name>
<Title>
<Office Phone Number>
<Cell Phone Number>
<Email Address>

______________________________ ______________________________

Signature Signature

Date: _________________________ Date: _______________________

FOR <Agency Name>:

PRIMARY CERTIFICATE REGISTRATION APPROVER POC:

<Name>
<Title>
<Office Phone Number>
<Cell Phone Number>
<Email Address>

______________________________ ______________________________

Signature Signature

Date: _________________________ Date: _______________________

ALTERNATE CERTIFICATE REGISTRATION APPROVER POC:

<Name>
<Title>
<Office Phone Number>
<Cell Phone Number>
<Email Address>

______________________________ ______________________________

Signature Signature

Date: _________________________ Date: _______________________

BACKUP ALTERNATE CERTIFICATE REGISTRATION APPROVER POC:

<Name>
<Title>
<Office Phone Number>
<Cell Phone Number>
<Email Address>

________________________________ ________________________________
Signature Signature

Date: __________________________ Date: __________________________

PRIMARY CERTIFICATE REGISTRATION APPROVER POC – AGENCY CONTRACTORS:

<Name>
<Title>
<Office Phone Number>
<Cell Phone Number>
<Email Address>

________________________________ ________________________________
Signature Signature

Date: __________________________ Date: __________________________

ALTERNATE CERTIFICATE REGISTRATION APPROVER POC – AGENCY CONTRACTORS:

<Name>
<Title>
<Office Phone Number>
<Cell Phone Number>
<Email Address>

________________________________ ________________________________
Signature Signature

Date: __________________________ Date: __________________________

BACKUP ALTERNATE CERTIFICATE REGISTRATION APPROVER POC – AGENCY CONTRACTORS:

<Name>
<Title>
<Office Phone Number>
<Cell Phone Number>
<Email Address>

______________________________	______________________________
Signature	Signature
Date: ________________________	Date: ________________________

PRIMARY LRA (if elected by Agency):

<Name>
<LRA Type – either LRA-FULL or LRA EMAIL)>
<Title>
<Office Phone Number>
<Cell Phone Number>
<Email Address>

______________________________	______________________________
Signature	Signature
Date: ________________________	Date: ________________________

ALTERNATE LRA (if elected by Agency):

<Name>
<LRA Type – either LRA-FULL or LRA-EMAIL)>
<Title>
<Office Phone Number>
<Cell Phone Number>
<Email Address>

______________________________ ______________________________

Signature Signature

Date: ______________________ Date: ______________________

BACKUP ALTERNATE LRA (if elected by Agency):

<Name>
<LRA Type – either LRA-FULL or LRA-EMAIL)>
<Title>
<Office Phone Number>
<Cell Phone Number>
<Email Address>

______________________________ ______________________________
Signature Signature

Date: ______________________ Date: ______________________

XIV. RECORD OF CHANGES

[to be inserted here]